

An ACT for Vesting Part of the Estate of Sir Ralph Milbanke, Baronet, in Trustees, to be sold for performing his Father's Will, and an Agreement made with his Brother and Sisters.

*Read 19 Dec 1721 in Lords
Enacted 8 Geo. I Private Acts, c. 7*



Whereas Sir Mark Milbanke late of Halnaby in the County of York, Baronet, deceased, was in his Life-time seized of and in diverse Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying and being in the Counties of York, Durham, and Northumberland, and Town and County of Newcastle upon Tyne, of a good Estate of Inheritance in Fee-Simple, and charged the same with several Mortgages, Bonds, and Judgments for securing several Sums of Money.

And whereas the said Sir Mark Milbanke made his last Will and Testament in Writing bearing Date on or about the Seventeenth Day of September, Anno Domini One thousand Six hundred and Ninety Seven, and thereby gave and devised all his Manors, Lands, Tenements and Hereditaments whatsoever lying and being in the County of Durham, unto Dame Jane Milbanke his Wife, John Milbanke of Thorpe, in the said County of York, Esquire, Brother of the said Sir Mark Milbanke, Henry Lambton of Newcastle upon Tyne, Esquire, and Francis Wilkinson of Lincoln's Inn, in the County of Middlesex, Esquire, and their Heirs, Upon Trust to receive the Rents and Profits thereof, and apply the same to the Payment of his Debts as far as his Personal Estate should fall short to pay; And after his Debts paid, to raise Two thousand Pounds apiece for the Portions of his Younger Children, to be paid to the Sons at their Ages of Twenty one Years, and to the Daughters at their Ages of Twenty one Years or Days of Marriage; and appointed such Sums of Money Yearly out of the said Trust Estate for their Maintenance, 'till their Portions should become payable, as his said Wife and the other Trustees should think convenient. And if any of his said Younger Children should dye before their Portions should become payable, then he willed, That such Portions should cease; and he willed, That One hundred Pounds every Year should be separately received by his said Wife out of the said Trust Estate, to bestow amongst her Children, as she should think fit; and if the said Trust Estate did not raise the said Portions in convenient Time, then he impowered his said Wife and Trustees to Mortgage what part of the said Premises they should think most convenient for raising thereof; and in case his Estate at Bonnick in the County of York, was not sold in his Life-time, and his said Wife and Trustees should think it the Interest of his Family to have the same sold, then he devised all his Lands, Tenements, and Hereditaments whatsoever, at Bonnick aforesaid, to his said Wife and Trustees, and their Heirs, to sell and dispose the same for the Purposes aforesaid, and declared his Will to be, That after his Debts paid, and the Portions raised as aforesaid, the before-mentioned Trust should cease: And he thereby gave and devised all his said Lands in the County of Durham to his Eldest Son Mark Milbanke, afterwards Sir Mark Milbanke, his Heirs and Assigns for Ever; and made his said Wife and Trustees Executors of his said Will.

And whereas the said Sir Mark Milbanke the Father, did afterwards make a Codicil to his said Will, bearing Date the Eighth Day of May, One thousand Six hundred and Ninety Eight, reciting therein, That there were several Sums of Money due to him and his Brother Ralph Milbanke, upon Mortgages, Judgments, and other Securities, being part of the Personal Estate of Dorothy Milbanke his Grandmother; He did therefore by his said Codicil Give and Devise to his said Executors and Trustees in his said Will named, and to the Survivor of them, all his Moiety or Half-part of the said Debts and Sums of Money due and owing as aforesaid, to be by them disposed among his Younger Children, as in and by his said Will was mentioned and appointed; And Reciting, That his Daughter Dorothy was born after making his Will, and no Provision made for her therein, he did therefore give and bequeath to her Two thousand Pounds, to be paid her by his Trustees out of the Trust-

Lands mentioned in his said Will at her Marriage or Age of Twenty one Years; as in and by his said Will and Codicil, relation being thereunto had, may more fully appear.

And whereas the said Sir Mark Milbanke dyed in or about the said Month of May, One thousand Six hundred and Ninety Eight, leaving Issue by the said Dame Jane Milbanke his Wife, Four Sons, viz. Sir Mark Milbanke his Eldest Son and Heir, an Infant, Ralph Milbanke, now Sir Ralph Milbanke, Baronet, Aclomb Milbanke and William Milbanke, and Four Daughters, viz. Jane Milbanke, Elizabeth Milbanke, Judith Milbanke, now Wife of Carbert Routh of Moulton in the County of York, Esquire, and Dorothy Milbanke; whereby and by means whereof, the Inheritance and Equity of Redemption of the said Manors, Messuages, Lands, Tenements, and Hereditaments, subject to the Trusts of the said Will and Codicil, and to the said Mortgages, Bonds and Judgments, came unto or descended upon the said Sir Mark Milbanke, Baronet, his Eldest Son and Heir at Law.

And whereas the said Dame Jane Milbanke, made her last Will and Testament in Writing, bearing Date on or about the Eighth Day of May, Anno Domini One thousand Seven hundred and Four, And Reciting therein the Power given to her by her said Husband's Will to dispose One hundred Pounds a Year for the Benefit of her Children, as before mentioned, She, according to such Power, Did Will and appoint the said One hundred Pounds a Year, and the Arrears thereof, to be paid and disposed for the Benefit of the said Sir Ralph Milbanke (then Ralph Milbanke, Esquire) for his better Preferment, in such manner as her Executors should think fit; and in case of his Death or the Death of Sir Mark (then her Eldest Son) before such Preferment, then to be paid and disposed by her Executors as aforesaid, for the Use and Benefit of the said Aclomb Milbanke; and made her Father Sir Ralph Carr, Knight, since deceased, and the said Francis Wilkinson, Executors; as in and by the said Will, relation being thereunto had, may more fully appear.

And whereas the said Dame Jane Milbanke soon after dyed, and the said Sir Mark Milbanke the Son dyed in the Month of May, One thousand Seven hundred and Five, unmarried, without Issue, and under the Age of Twenty one Years; whereby and by means whereof, the Inheritance and Equity of Redemption of all and every the Manors, Lands, Tenements, Estates, and Hereditaments, whereof or wherein he or the said Sir Mark Milbanke his Father, or either of them, was or were seized at the Time of their respective Deaths (subject to the Trusts, Charges and Incumbrances afore-mentioned) came unto or descended upon the said Sir Ralph Milbanke, Baronet, as Heir at Law to both his said Brother and Father.

And whereas the said William Milbanke, Jane Milbanke, and Elizabeth Milbanke, are all dead under the Age of Twenty one Years, and unmarried, whereby the Portions and Sums of Money given and bequeathed to them by the said Will of the said Sir Mark Milbanke the Father are all ceased and determined.

And whereas by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of the Release, and the Release being Quadrupartite, bearing Date on or about the Third Day of April in the Seventh Year of the Reign of Her late Majesty Queen Anne of Great Britain, &c. Annoque Domini One thousand Seven hundred and Eight, and made or mentioned to be made between the said Sir Ralph Milbanke, John Milbanke of Thorpe, Henry Lambton, and Francis Wilkinson, Testamentary Guardians of the said Sir Ralph Milbanke of the first Part; the Right Honourable Robert Earl of Holderness, the said Sir Ralph Carr, and Dame Elizabeth Milbanke, by the Name of the Honourable Elizabeth Darcy, Eldest Daughter of the Right Honourable John Darcy, Esquire, deceased, and Sister of the said Earl, of the Second part; The Honourable Conyers Darcy of Aston in the said County of York, Esquire, Brother of the said Earl, and William Carr of Newcastle upon Tyne, aforesaid, Esq; of the Third Part; and Gregory Elseley of North Closes in Kirby Malzard, in the said County of York, Gent. and Thomas Gyll of Barton in the said County of York, Gent. of the Fourth Part; All those the Manors or Lordships, or reputed Manors or Lordships of Halnaby, alias Hannaby, Moulton, Kneeton and Bonnick, with their and every of their Rights, Royalties, Members, and Appurtenances in the County of York; and all that the Manor or Lordship of Chirton in the Parish of Tynmouth, with the Rights, Royalties, Members, and Appurtenances thereof in the County of Northumberland; and all the Tythes of Corn, Grain, Hay, Wooll, Lamb, Milk, Calf, and other the Tythes, both Predial and Personal whatsoever, yearly coming, growing, arising, renewing, accreving, or increasing within the Towns, Fields, Precincts, or Tytheable Places of Sigbill, Backworth, Newsham, North-Shields, Coball, East Chirton, Earfden, Halliwell, Borrodon, Morton, Mow Seaton, Whitley, and Preston, in the Parish of Tynmouth aforesaid, in the said County of Northumberland; And all that Messuage or Tenement, with the Yards and Backsides thereunto belonging, called or known by the Name of The Fleece Tavern, situate and being on Sandhill in the Parish of St. Nicholas, in the Town and County of Newcastle upon Tyne. And all and singular other the Manors, Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments whatsoever, situate, lying, and being, coming, growing, arising, renewing, or increasing within the Towns, Parishes, Villages, Fields, Hamlets, Precincts

Places of *Halnaby, High Folly, Dohshole, Moulton, Middleton-Tyas, Kneeton, Aldbrough,*
orton, Salcock, Bonnick, Mooreby, Stillingfleet, and Deeton in the County of *Tork*; and
Chirton, Sigbill, Backworth, Newsham, North Shields, Cobal, East Chirton, Earsden,
Willtoell, Barrodon, Murton, Monk Seaton, Whitley, Preston, Tynmouth, Wharney, Bullister-
th, Garmanthall, Newbrough, Willington, and Walls-end, in the said County of *Northum-*
erland, and on *Sandhill, Close, and St. Nicholas,* in the said Town and County of *Newcastle*
upon Tyne, and every or any of them, or elsewhere in the said Counties of *Tork, Nor-*
umberland, and Town and County of *Newcastle upon Tyne,* and every or any of them,
 thereof or wherein he the said *Sir Ralph Milbanke* then had any Estate in Possession, Reversion,
 Remainder, or Contingency; And all those the Manors or Lordships of *Seaham, Dawdon,*
and Ketton, with their and every of their Rights, Members, and Appurtenances, in the
 County-Palatine of *Durham*; and all and singular other the Manors, Messuages, Farms,
 Lands, Tenements and Hereditaments whatsoever, situate, lying, and being within the
 Towns, Parishes, Villages, Fields, Hamlets, Precincts, or Places of *Seaham, Dawdon,*
Murton, Ketton, Chilton, Morton, Stotfold, Darlington, Bernard Castle, and Oxenfield,
 every or any of them, or elsewhere, in the said County of *Durham,* whereof or wherein
 the said *Sir Ralph Milbanke* then had any Estate in Possession, Reversion, Remainder,
 or Contingency; And all and singular Messuages, Farms, Lands, Tenements, Meadows,
 Pastures, Feedings, Commons, and Common of Pasture, Heaths, Moors, Marshes, Wastes,
 Waste-grounds, Woods, Underwoods, Rents, Reversions, Services, Courts, Perquisites, and
 Profits of Courts, Reliefs, Herriots, Fines, Amerciaments, Mines, Quarries, Customs, Free-
 Warren, Liberties, Franchises, Privileges, Rights, Royalties, Profits, Commodities, Emoluments,
 and Appurtenances, whatsoever, to the said Manors or Lordships, Messuages, Farms, Lands,
 Tenements, Hereditaments, and Premises, every or any of them belonging, or in any-
 wise appertaining, or then or at any Time theretofore accepted, reputed, deemed, or taken
 as Part, Parcel, or Member thereof, or thereunto belonging, or therewith demised, used, occu-
 pied or enjoyed; and the Reversion and Reversions, Remainder and Remainders, Yearly and
 other Rents, Issues, and Profits of all and singular the said Manors or Lordships,
 Messuages, Farms, Lands, Tenements, Hereditaments and Premises, and every Part
 and Parcel of them, and every of them; Were, in Consideration of a Marriage then
 intended and soon after had and solemnized between the said *Sir Ralph Milbanke* and
Elizabeth Darcy, and of the Sum of Five thousand Pounds paid to the said *Sir Ralph*
Milbanke by the said *Robert Earl of Holdernefs,* as and for the Marriage Portion of the
 said *Elizabeth Darcy,* and for other Considerations in the said Indenture Quadru-
 partite mentioned, granted, conveyed, and assured by the said *Sir Ralph Milbanke,*
 to the said *Robert Earl of Holdernefs* and *Sir Ralph Carr,* and their Heirs, to the Uses fol-
 lowing; that is to say, As to the said Manors or Lordships, Lands, Tenements, Heredita-
 ments and Premises in the said County of *Durham,* To the Use of the said *John Milbanke,*
Henry Lambton, and *Francis Wilkinson,* and their Heirs, Upon the several Trusts and Pur-
 poses mentioned and intended by the last Will and Testament of the said *Sir Mark Milbanke*
 the Father, deceased, and subject to all and every Mortgage or Mortgages, Incumbrance,
 or Incumbrances, to which the said Premises, or any Part thereof was or were lyable to
 the said *Francis Wilkinson,* or any other Person or Persons, in Trust for him or his late Wife,
 either or both of them: And as to all and singular other the Manors or Lordships, Messu-
 ages, Farms, Lands, Tenements, Tythes, Hereditaments and Premises in the said several
 Counties of *Tork, Northumberland,* and Town and County of *Newcastle upon Tyne,* with their
 and every of their Rights, Members and Appurtenances; And also as to all and singular
 the said Manors, Messuages, Lands, Tenements, Tythes, Hereditaments, and Premises in
 the said County of *Durham* (subject and lyable, nevertheless, to the several Trusts and In-
 cumbrances as aforesaid) To the Use of the said *Sir Ralph Milbanke* and his Heirs, until the
 said intended Marriage should be solemnized, and from and after the Solemnization thereof,
 To the Use of the said *Sir Ralph Milbanke* and his Assigns, for his Life, without Impeach-
 ment of Waste, Remainder to the said *Robert Earl of Holdernefs,* and *Sir Ralph Carr,* and
 their Heirs, during his Life, in Trust to preserve the contingent Remainders; And after
 the Death of the said *Sir Ralph Milbanke* (and subject to the Jointure Estate of the said *Eliz-*
abeth Darcy his intended Wife, of and in Part of the Premises, and to a Term of Four
 hundred Years, of and in other Part of the same Premises, In Trust for raising Portions
 for the younger Sons and Daughters of the said intended Marriage, in case of Issue Male
 thereof, in such manner as is therein mentioned) To the Use of the First, Second, Third,
 and all and every other the Sons of the said intended Marriage, in Tail Male successively;
 Remainder to the said *Conyers Darcy,* and *William Carr,* their Executors, Administrators
 and Assigns, for the Term of Five hundred Years, without Impeachment of Waste, In
 Trust for raising the Sum of Seven thousand Pounds for the Portion of One only Daughter
 of the said intended Marriage in case of Failure of Issue-Male thereof, to be paid to her at
 her Age of Eighteen Years, or Day of Marriage, with the yearly Maintenance of Sixty
 Pounds

Pounds from the Death of the said Sir *Ralph Milbanke*, until such Daughter should attain the Age of Twelve Years; and after that Age, the Yearly Sum of One hundred Pounds until her Portion should become payable; and after the Determination of the said Term of Five hundred Years, and subject thereto, To the Use of the First and other Sons of the said Sir *Ralph Milbanke*, by any other Woman that he should happen to marry after the Decease of the said Dame *Elizabeth Milbanke* in Tail-Male successively; Remainder to the said *Aclomb Milbanke*, Brother of the said Sir *Ralph Milbanke*, and his Assigns for his Life, without Impeachment of Waste; Remainder to the said *Robert Earl of Holderness* and Sir *Ralph Carr* and their Heirs, during the Life of the said *Aclomb Milbanke*, In Trust to preserve the contingent Remainders; Remainder to the First and other Sons of the said *Aclomb Milbanke* in Tail Male successively; Remainder to the said *William Milbanke* and his Assigns for his Life, without Impeachment of Waste; Remainder to the said *Robert Earl of Holderness* and Sir *Ralph Carr*, and their Heirs, during the Life of the said *William Milbanke*, in Trust to preserve the contingent Remainders; Remainder to the First and other Sons of the said *William Milbanke* in Tail-Male successively; Remainder to the said Sir *Ralph Milbanke*, His Heirs and Assigns for ever; In which said Indenture Quadripartite, is contained a Power for him the said Sir *Ralph Milbanke*, in case he should survive the said Dame *Elizabeth* his Wife, to grant, limit and appoint all and every or any the Manors, Messuages, Lands, and Hereditaments thereby limited in Jointure to the said Dame *Elizabeth*, unto or to the Use of any Woman or Women, that he the said Sir *Ralph Milbanke* should marry after the Decease of the said Dame *Elizabeth*, for the Life or Lives of such Woman or Women, for her or their Jointure or Jointures; And also a Power for the said Sir *Ralph Milbanke*, by Demise or Mortgage for any Term of Years, to charge any Part of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises (subject, nevertheless, to the said Terms of Four hundred Years and Five hundred Years, and to the Trusts and Purposes intended by the Will of the said Sir *Mark Milbanke* the Father) not exceeding the Sum of Seven hundred Pounds a Year, with the raising and paying any Sum of Money not exceeding Seven thousand Pounds for the Portion and Portions of the Children of such subsequent Marriage, in such Proportions as the said Sir *Ralph Milbanke* should, by Deed or Writing, direct or appoint; with reasonable Maintenance at the Discretion of the said Sir *Ralph Milbanke*; And also a Power for the said Sir *Ralph Milbanke*, by any Indenture of Demise or Mortgage for any Term of Years, to charge any Part or Parts of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, whereof he should be actually seized (subject as aforesaid) not exceeding Four hundred Pounds a Year, with the Payment of any Sum or Sums of Money not exceeding Five thousand Pounds in the whole for such Uses, Intents and Purposes as the said Sir *Ralph Milbanke* should, by any Deed or Writing under his Hand and Seal, testified by Two or more Witnesses, direct or appoint: And also Powers for the said *Aclomb Milbanke* and *William Milbanke* respectively, when they should respectively be in Possession, to make Jointures to such Women as they respectively should marry; and also to raise Portions for the Younger Sons and Daughters of them the said *Aclomb Milbanke* and *William Milbanke* respectively, in case of Issue-Male of their respective Bodies; and also for the Daughter and Daughters of them the said *Aclomb Milbanke* and *William Milbanke* respectively, in case of Failure of Issue-Male of their respective Bodies, in such manner as in the said recited Indenture Quadripartite is contained; And also a Power for them the said Sir *Ralph Milbanke*, Dame *Elizabeth Milbanke*, *Aclomb Milbanke*, and *William Milbanke* respectively, when they should respectively be in Possession, to make Leases of the Premises for any Term or Number of Years, not exceeding Twenty one Years, at the best Rent, in such manner as in the same Indenture Quadripartite is contained, as by the same Indenture Quadripartite may more fully appear.

And whereas the said *Francis Wilkinson*, surviving Trustee in the Will of the said Sir *Mark Milbanke* the Father, never acted in the said Trust, nor were the Rents and Profits of the said Trust Estate, or any Part thereof, separately or distinctly accounted for and applied in the Performance and Execution of the same Trust, from the Time of the Death of the said Sir *Mark Milbanke* the Father, to the Time of the Death of the said Sir *Mark Milbanke* the Son; but the said Sir *Ralph Milbanke* did, upon the Death of the said Sir *Mark Milbanke* his Brother, enter upon and take Possession of the said Trust-Estate, jointly with the other Estates of the said Sir *Mark Milbanke* his Father, which descended upon and came to him the said Sir *Ralph Milbanke*, upon or by the Death of the said Sir *Mark Milbanke* his Brother, and hath ever since possessed and enjoyed both the said Estates, and received the Rents and Profits thereof promiscuously and undistinguished; And the said Sir *Ralph Milbanke* did likewise, upon or since the Death of the said Sir *Mark Milbanke* his Brother, possess himself of the Personal Estates of the said Sir *Mark Milbanke* his Father, Dame *Jane Milbanke* his Mother, Sir *Mark Milbanke* his Brother, and *Dorothy Milbanke* his Great Grandmother.

And whereas the said Manors, Lands, Tenements, Hereditaments, and Premises, which on the Death of the said Sir Mark Milbanke the Son, descended upon and came to the said Sir Ralph Milbanke, were, at the Time of the Death of the said Sir Mark Milbanke the Son, charged with and liable to several great Incumbrances, amounting to Fifteen thousand four hundred and Ninety four Pounds Sixteen Shillings and Six Pence, and upwards: But the said Sir Ralph Milbanke did by and out of the said Portion of Five thousand Pounds, which he received upon his Marriage with the said Dame Elizabeth his Wife, and by and out of the Rents and Profits of the said Estate, which so descended and came to him as aforesaid, pay off and discharge great Part of the said Incumbrances, and kept down the Interest of the remaining Debts and Portions; so that there remains charged and secured upon the said Estate of the Incumbrances of the said Sir Mark Milbanke the Father, only the Principal sum of Eleven thousand and Nine hundred Pounds, in such manner as is herein after mentioned.

And whereas in Consideration of the Marriage between the said Cutbbert Routh and Judith his Wife, the said Sir Ralph Milbanke did agree to give the said Cutbbert Routh the sum of Five hundred Pounds, as an Additional Portion with the said Judith his Wife, and entered into a Bond in One thousand Pounds Penalty for securing the Payment thereof, at Time in the Condition of the said Bond mentioned.

And whereas the said Sir Ralph Milbanke hath sold to Edward Harle a Messuage or Tenement in Pilgrim Street in the Town and County of Newcastle upon Tyne (being part of the premises comprized in the said Settlement) for the Sum of One hundred Fifty five Pounds, and hath received the Purchase Money for the same; but no good Title could be made thereof to the said Edward Harle, by reason of the said recited Settlement on the Marriage of the said Sir Ralph Milbanke.

And whereas diverse Controversies and Disputes have arisen between the said Sir Ralph Milbanke and his said surviving Brother and Sisters, relating to the Real and Personal Estate of the said Sir Mark Milbanke the Father, and to the Personal Estates of Dame Jane Milbanke, Sir Mark Milbanke the Son, and Dorothy Milbanke deceased, Great Grandmother of the said Sir Ralph Milbanke, so possessed by the said Sir Ralph Milbanke as aforesaid; and to the Execution of the Trusts contained in the Wills of the said Sir Mark Milbanke the Father, and Dame Jane Milbanke; And the said several Parties did on or about the thirtieth Day of April, Anno Domini One thousand Seven hundred and Twenty, come to an Agreement, That the Estate at Bonnick in the County of York, and so much of the Trust-Estate in the County of Durham as should be necessary for the Purposes herein after mentioned, should be sold; and that out of the Monies arising by such Sale, the several Mortgages, Bonds, Portions, Sums of Money and Incumbrances charged upon the said Estate by the said Sir Mark Milbanke the Father, amounting to the said Eleven thousand and Nine hundred Pounds, should be paid off and discharged; and that over and above the said Sum of Eleven thousand and Nine hundred Pounds, there should be paid and applied out of the Money arising by such Sale, the several Sums of Money herein after mentioned; That is to say, To the said Aclomb Milbanke the Sum of One thousand and Five hundred Pounds, which he agreed to accept in Full of all Arrears of the said One hundred Pounds a Year given and bequeathed to him by the Will of the said Dame Jane Milbanke, upon the Terms and Contingencies herein before mentioned; and of all other his Claims and Demands out of the Personal Estates of the said Sir Mark Milbanke, his Father, Dorothy Milbanke his Great Grandmother, Sir Mark Milbanke his Brother, and Dame Jane Milbanke his Mother, or any of them; To the said Cutbbert Routh, the Sum of Five hundred Pounds so due and owing, and secured to him by the Bond entered into by the said Sir Ralph Milbanke as aforesaid; To the said Cutbbert Routh and Judith his Wife, the further Sum of Five hundred Pounds, which they have agreed to accept in Full of all Claims and Demands of her the said Judith out of the Personal Estates of the said Sir Mark Milbanke her Father, Dame Jane Milbanke her Mother, Sir Mark Milbanke her Brother, or Dorothy Milbanke her Great Grandmother; To the said Dorothy Milbanke the Sum of One thousand Pounds, which she hath agreed to accept in Full of all her Claims and Demands out of the Personal Estates of the said Sir Mark Milbanke her Father, Dame Jane Milbanke her Mother, Sir Mark Milbanke her Brother, or Dorothy Milbanke her Great Grandmother; And that the Interest of the Debts and Portions and Sums of Money above mentioned, should be paid by the said Sir Ralph Milbanke out of the Rents and Profits of the Trust-Estate; And that the said several Sums of One thousand Five hundred Pounds to the said Aclomb Milbanke, the said One thousand Pounds to the said Dorothy Milbanke, and the last mentioned Five hundred Pounds to the said Cutbbert Routh and Judith his Wife, shall carry Interest after the Rate of Five Pounds per Cent. per Annum, from Lady-Day One thousand Seven hundred and Twenty: And that the said Sir Ralph Milbanke shall be absolutely discharged from any Account of the Profits of the Trust-Estate by him thencefore received; And that the Sale of the said House in Pilgrim Street in Newcastle to the said Edward Harle, should be confirmed.

And whereas by a Decree of the Court of Chancery, made the Eight Day of August, in the Seventh Year of the Reign of His present Majesty King GEORGE, in a Cause wherein the said Sir Ralph Milbanke and Dame Elizabeth his Wife were Complainants, and the said Aclomb Milbanke, Cuthbert Routh, and Judith his Wife, Dorothy Milbanke, Francis Wilkinson, Robert Earl of Holderness, Conyers Darcy, and Thomas Gyll, were Defendants, setting forth and reciting the said Will and Codicil of the said Sir Mark Milbanke the Father, and the Will of the said Dame Jane Milbanke, and the said recited Settlement, and the said several Debts charged upon the said Estate; and also setting forth the said Agreement: It was, amongst other Things, Ordered and Decreed, That it should be referred to Mr. Lightbourn, one of the Masters of the said Court of Chancery, to look into the said Agreement, and see whether it would be for the Benefit of a Son, in case Sir Ralph Milbanke should have one by the said Dame Elizabeth, to have the said Agreement performed, or not; And in case the said Agreement should not appear to be to the Prejudice of such Son, Then the said Master was to see the said Agreement performed; and to that End, he was to see what Sums were to be raised in Pursuance thereof, and to compute Interest for such Sums as were to carry Interest according to the Terms of the said Agreement. And the said Master was also to see such Part of the Estate of the said Sir Mark Milbanke the Testator, (lyable to the said Debts and Legacies or by his Will appointed to be sold, as should be sufficient to raise the several Sums which were to be raised by Virtue of the said Agreement) sold for that purpose to the best Purchaser or Purchasers that could be got for the same, to be allowed of by him; in which Sale or Sales all Parties concerned were to join: And the said Purchase Money was to be applied to pay off and discharge the several Sums in the said Agreement to the several Persons, and in such manner as therein is mentioned: And the said Master was also to Tax the Plaintiffs and Defendants their Costs, which were to be paid out of the said Estate; and for what the said Defendants the Trustees should do in pursuance of the said Decree, they were to be indemnified.

And whereas by several Reports made by the said Master in the said Cause, it appeared That (besides the said Portions, Mortgages, Bonds, and Incumbrances herein before mentioned to be charged on the said Estate by the said Sir Mark Milbanke the Father, and amounting to the said principal Sum of Eleven thousand and Nine hundred Pounds, and the said several Sums of Money stipulated by the said Agreement to be charged upon and raised out of the said Estate for the Benefit of them the said Aclomb Milbanke, Cuthbert Routh and Judith his Wife, and Dorothy Milbanke, and amounting to Three thousand Five hundred Pounds principal Money) there was due to the said Francis Wilkinson, for his Costs of Suit taxed in the said Cause, Twenty Four Pounds Five Shillings and Two Pence; and to the said Sir Ralph Milbanke for his Costs, Sixty Seven Pounds Seventeen Shillings and Eight Pence, and to the other Defendants for their Costs of Suit, Forty Pounds Eight Shillings and Six Pence; which said several Sums amounting together to Fifteen thousand Five hundred Thirty two Pounds Eleven Shillings and Four Pence, were to be paid out of the Money arising by Sale of such Part of the said Trust Estate as should be necessary to be sold according to the Terms of the said Agreement; And the said Master thereby certified, that there was due to the said Francis Wilkinson for Interest of Three thousand Pounds secured to him by Mortgage therein mentioned to the First of September One thousand Seven hundred and Twenty One, the Sum of Six hundred Seventy one Pounds and Five Shillings; To the said Aclomb Milbanke for Interest of his Portion of Two thousand Pounds, and of the Sum of One thousand Five hundred Pounds so stipulated to be paid to him by the said Agreement, to the said First of September One thousand Seven hundred and Twenty One, the Sum of One hundred Ninety two Pounds one Shilling and one Half penny; To the said Cuthbert Routh and Judith his Wife, for Interest of the said Two thousand Pounds, the said Judith's Portion, and of the said Sums of Five hundred Pounds, and Five hundred Pounds, so due to him by the said Bond and Agreement to the said First of September, the Sum of One hundred and Ninety Pounds Six Shillings and Two Pence; To the said Dorothy Milbanke, for Interest of her said Portion of Two thousand Pounds and of the said One thousand Pounds stipulated to be paid to her by the said Agreement to the said First of September One thousand Seven hundred and Twenty one, the Sum of One hundred Fifty six Pounds and Six Pence. Which said several Sums herein before mentioned to be due for Interest as aforesaid, amounting together to the Sum of One thousand Two hundred and Nine Pounds Thirteen Shillings and Four Pence Half-penny, The said Master certified were to be paid by the said Sir Ralph Milbanke out of the Rents and Profits of the said Trust Estate, as directed by the said Order, and according to the Tenor of the said Agreement. And the said Master further certified, That he had not computed Interest for the said Sir Ralph Milbanke's Portion of Two thousand Pounds; it having been admitted before him, that such Interest had been satisfied by Perception of the Rents and Profits of the said Trust Estate, and that he had not been able to proceed to Sale of any Part of the said Estate for discharging the said Incumbrances, or to determine what Part of the said Estate would

ould be necessary and most proper to be sold for the discharging thereof, in regard no particular of the said Estate had been brought before him. And he also certified, That having appeared by Proofs taken before him, that since the said Decree, the said Dame Elizabeth Milbanke was dead, without Issue-Male, he had not entred into the Inquiry, whether it would have been for the Benefit of a Son, to have the said Agreement performed; As by the said Decree and Reports, Relation being thereunto particularly had, may more fully appear.

And whereas the said Dame Jane Milbanke, John Milbanke, and Henry Lambton, are all dead, whereby and by means whereof, the legal Estate and Interest of and in the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, so vested in them and the said Francis Wilkinson, by the Will of the said Sir Mark Milbanke the Father, is now come to and vested in the said Francis Wilkinson, by Survivorship, upon the Trusts in the said Will contained.

And whereas the said Dame Elizabeth Milbanke is dead since the said Agreement and Decree, leaving Issue by the said Sir Ralph Milbanke only one Daughter, an Infant, whereby and by means whereof, the Jointure-Estate of the said Dame Elizabeth Milbanke, and the said Term of Four hundred Years, and the Limitations in the said recited Indenture Quadripartite contained, for the Benefit of the Issue-Male of the said Sir Ralph Milbanke by the said Dame Elizabeth, are all spent and determined; and the said Aclomb Milbanke, who is the only Person in being to whom any Remainder is limited by the said Indenture, after Failure of Issue-Male of the said Sir Ralph Milbanke, is still unmarried and without Issue.

And whereas the said Sir Ralph Carr is dead, whereby and by means whereof, the trust vested in him and the said Robert Earl of Holdernefs by the said recited Indenture Quadripartite, for preserving the contingent Remainders limited to the Sons of the said Sir Ralph Milbanke and Aclomb Milbanke, is now come unto and vested in the said Robert Earl of Holdernefs, by Survivorship.

And whereas the said Dorothy Milbanke, since the said Agreement and Decree in Chancery, hath intermarried with John Milbanke, Esquire, Son and Heir of the said John Milbanke, the Trustee in the Will of the said Sir Mark Milbanke the Father, and the said John Milbanke the Son, is thereby become intituled to the said Portion of Two thousand Pounds, and the said Sum of One thousand Pounds, so appointed and stipulated to be raised and paid for the said Dorothy Milbanke as aforesaid.

And whereas it would be for the Advantage of all the Parties interested in the said Estate, that the several Incumbrances charged upon and affecting the same, should be paid off and discharged: And the same cannot be paid off and discharged otherwise than by Sale of Part of the said Estate.

And whereas the Estate at Bonnick in the County of York, lying remote from the rest of the Estate of the said Sir Ralph Milbanke in the same County, and the Estate at Newcastle upon Tyne consisting in Houses, and lyable to great Charges of Repairs and other incidental Expences, are thought to be most proper and convenient to be sold, with such part of the Durham Estate, as shall be sufficient for the Purposes aforesaid: But the same Estates being subject to the Limitations contained in the Settlement on the Marriage of the said Sir Ralph Milbanke; and it being doubtful whether the Agreement of the Parties above recited, or the Decree in Chancery, be sufficient to Authorize and indemnify the surviving Trustee in Sir Mark Milbanke the Father's Will; and the surviving Trustee, for supporting the contingent Remainders in the said Sir Ralph Milbanke's Settlement, for their joining in such Sale; the same cannot be rendred absolutely effectual for the Purposes thereby intended, nor a good Conveyance made of the Lands to be sold, to the Satisfaction of a Purchaser, without the Aid of an Act of Parliament.

Wherefore Your MAJESTY's Most Dutiful Subjects the said Sir Ralph Milbanke, Aclomb Milbanke, Cuthbert Routh, and Judith his Wife, John Milbanke the Son, and Dorothy his Wife, and Robert Earl of Holdernefs;

Most Humbly Beseech Your Most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament Assembled, and by the Authority of the same, that all that the Manor or Lordship, or reputed Manor or Lordship of Bonnick in the said County of York; and all that Capital Messuage, or Tenement and Farm, with the Lands and Grounds thereunto belonging, in the Parish of Skipsley in Holdernefs, in the said County of York, which said Capital Messuage, and Tenement or Farm last mentioned, is rented by Christopher Conyers, at the Yearly Rent of One hundred and twenty Pounds; and all and singular other the Manors, Messuages, Farms, Lands, Tenements and Hereditaments whatsoever, whereof or wherein he the said Sir Mark Milbanke

Milbanke the Father, or any Person or Persons in Trust for him, at the Time of his Death, had any Estate of Freehold or Inheritance situate, lying, and being in the Township, Fields, Precincts, or Territories of *Bonnick* aforesaid, in the said Parish of *Skipsey*, in the said County of *York*; And all that Capital Messuage or Tenement and Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying and being in *Stotfold*, in the Parish of *Ellwick-Hall*, in the said County of *Durham*, now or late in the Tenure or Occupation of *William Ranson*, his Under-tenants or Assigns, and which are rented by him at the Yearly Rent of Sixty Seven Pounds; and all that Capital Messuage, Tenement or Farm, with the Lands and Grounds thereunto belonging, or therewith used, situate, lying and being in *Stotfold* aforesaid, in the said Parish of *Ellwick-Hall*, now or late in the Tenure or Occupation of *George Elstob* and *John Sparkes*, or one of them, their or one of their Under-tenants or Assigns, and which are rented by them at the Yearly Rent of Ninety five Pounds; and all that Capital Messuage, or Tenement and Farm, with the Lands and Grounds thereunto belonging or therewith used, situate, lying, and being in *Great Chilton*, in the Parish of *Kirkmerrington*, in the said County of *Durham*, now or late in the Tenure or Occupation of *John Shalters*, his Under-tenants or Assigns, and which are rented by him at the Yearly Rent of Eighty five Pounds; and all that Capital Messuage, or Tenement and Farm, with the Lands and Grounds thereunto belonging, situate, lying, and being in *Great Chilton* aforesaid, now or late in the Tenure or Occupation of *John Arrowsmith*, his Under-tenants or Assigns, and which are rented by him at the Yearly Rent of Fifty Pounds; and all that Capital Messuage, or Tenement and Farm, with the Lands and Grounds thereunto belonging, situate, lying and being in *Morton* in the Parish of *Haughton*, in the said County of *Durham*, now or late in the Tenure or Occupation of *Stephen Wardell*, his Under-tenants or Assigns, and which are rented by him at the Yearly Rent of Forty Eight Pounds; and all that Capital Messuage, or Tenement and Farm, with the Lands and Grounds thereunto belonging, situate, lying and being in *Morton* in the Parish of _____ in the said County of *Durham*, now or late in the Tenure or Occupation of *James Johnson*, his Under-tenants or Assigns, and which are rented by him at the Yearly Rent of One hundred Pounds; and all that Farm, with the Lands and Grounds thereunto belonging, or therewith used or enjoyed, situate, lying and being in *Bernard Castle* in the said County of *Durham*, now or late in the Tenure or Occupation of *Robert Bolton*, his Under-tenants or Assigns, and which are rented by him at the Yearly Rent of Thirty Nine Pounds; And all that Capital Messuage or Tenement, with the Yards, Gardens, Out-houses, Buildings, and Appurtenances thereunto belonging, or therewith used, situate, lying and being in *Sandhill*, in the Parish of *St. Nicholas*, in the Town and County of *Newcastle upon Tyne*, in the Tenure of *John Stephenson*, his Under-tenants or Assigns, at the Yearly Rent of Fifty Pounds; and all that Capital Messuage or Tenement, with the Yards, Gardens, Out-houses, Buildings, and Appurtenances thereunto belonging, or therewith used, situate, lying and being in a Place called *The Close* in *Newcastle upon Tyne* aforesaid, and now lett and occupied in several Tenements, which are in the respective Tenures of *Joshua Milburne*, *Paul Cook*, *Florence Hargrave*, *Henry Peareth*, *Jane Dent*, *Judith Harrison*, *Richard Ridley*, and *Francis Rudestone*, or their respective Assigns, at several Yearly Rents amounting together in the whole to the Yearly Rent of Forty Three Pounds Five Shillings; and all those several Messuages, Cottages, or Tenements, situate, standing and being in a Street or Place called *Fell Chair*, in the Town and County of *Newcastle upon Tyne*, aforesaid, in the several Tenures or Occupations of *Elizabeth Macglen*, *James Davison*, *Edward Bears*, *John Hodgson*, *William Burn*, *William Purvis*, and *John Wray*, their respective Assigns or Under-tenants, and which are rented by them at the several Yearly Rents amounting together to the Yearly Rent of Seven Pounds, and all and singular Houses, Edifices, Buildings, Gardens, Orchards, Meadows, Pastures, Feedings, Commons, and Common of Pasture, Heath, Moors, Marshes, Wastes, Waste-Grounds, Woods, Underwoods, Rents, Reversions, Services, Courts, Perquisites, and Profits of Courts, Reliefs, Heriots, Fines, Amerciaments, Mines, Quarries, Customs, Free Warrens, Liberties, Franchises, Privileges, Rights, Royalties, Profits, Commodities, Emoluments, Members, and Appurtenances whatsoever, to the said Manor or Lordship, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises every or any of them belonging or in any wise appertaining, or accepted, reputed, taken or known as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises, from and after the _____ Day of _____ in the Year of Our Lord One thousand Seven hundred and Twenty one, be vested and settled in and upon and the same are hereby vested and settled in and upon _____ their

Heirs and Assigns, To the only Use and Behoof of the said

their Heirs and Assigns for Ever, Freed discharged, and absolutely acquitted, exempted, and indemnified of and from Estates, Uses, Trusts, Jointures, Dowers, Charges, Incumbrances, Powers, Provisions, Limitations, Reversions, Remainders, and Contingencies, in and by the said Agreement made on the Marriage of the said Sir Ralph Milbanke, or the Will and Codicil of the said Sir Mark Milbanke the Father, limited, created, expressed, mentioned, or intended; and freed also and discharged from all Titles, Claims, or Demands whatsoever of them the said Sir Ralph Milbanke, Aclomb Milbanke, Cuthbert Routh, and Judith his Wife, and John Milbanke and Dorothy his Wife, or any of them or their respective Heirs. But nevertheless Upon the Trusts, and to and for the several Ends, Intents, and Purposes, and subject to the several Provisions and Declarations herein after mentioned, expressed, and declared of and concerning the same; that is to say, In Trust that they

the Survivor of them, and the Heirs of such Survivor, shall and do, with all convenient Speed, sell and dispose of the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, or such Part or Parts thereof, as they the said

or the Survivor of them, or the Heirs of such Survivor, shall think proper and convenient for the Purposes herein after mentioned, any Person or Persons that shall be willing to purchase the same, or any part thereof for the most Money or best Price or Prices that can be reasonably had or gotten for the same; and by and out of the Money arising by such Sale or Sales shall and do the first Place pay and defray the Charges and Expences of this Act; and afterwards shall and do pay off and discharge the several Sums of Money and Incumbrances following; that is to say, To the said Francis Wilkinson the principal Sum of Three thousand Pounds, so due and owing, and secured to him by Mortgage herein before mentioned; To Mary Woodire, Spinster, the principal Sum of One hundred Pounds, secured to her by Bond entred into by the said Sir Mark Milbanke the Father; To the Executors Thomas Wilkinson, Esq; the principal Sum of One hundred Pounds, also secured to them by Bond; To the Poor of Croft, the principal Sum of One hundred Pounds, Legacy given by the Will of Sir Mark Milbanke the Grandfather of the said Sir Ralph Milbanke; To Thomas Thompson the principal Sum of Six hundred Pounds remaining due to him on a Mortgage made by the said Sir Mark Milbanke the Father to Eleanor Wilkinson; which said several Sums of One hundred Pounds, One hundred Pounds, One hundred Pounds, and Six hundred Pounds, are Part of the said Sum of Eleven thousand five hundred Pounds mentioned in the said Agreement and Reports; To the said Aclomb Milbanke, Cuthbert Routh, and Judith his Wife, John Milbanke, and Dorothy his Wife, the Three principal Sums of Two thousand Pounds each, given and bequeathed to them the said Aclomb Milbanke, Judith Routh, and Dorothy Milbanke, by the Will and Codicil of the said Sir Mark Milbanke the Father; To the said Aclomb Milbanke the principal Sum of One thousand Five hundred Pounds, so stipulated to be paid to him by the said Agreement in Full of all Arrears of the said One hundred Pounds per Annum, given and bequeathed to him by the Will of the said Dame Jane Milbanke, and of all other his Claims and Demands out of the Personal Estates of the said Sir Mark Milbanke his Father, Dorothy Milbanke his Great Grandmother, Sir Mark Milbanke his Brother, and Dame Jane Milbanke his Mother, or any of them; To the said Cuthbert Routh the said principal Sum of Five hundred Pounds so secured to him by Bond entred into by the said Sir Ralph Milbanke; and to the said Cuthbert Routh and Judith his Wife, the further principal Sum of Five hundred Pounds, stipulated to be paid them by the said Agreement in Full of all Claims and Demands of her the said Judith out of the said Personal Estates of the said Sir Mark Milbanke her Father, Dame Jane Milbanke her Mother, Sir Mark Milbanke her Brother, and Dorothy Milbanke her Great Grandmother, or any of them; To the said John Milbanke and Dorothy his Wife the principal Sum of One thousand Pounds so stipulated by the said Agreement, to be paid to the said Dorothy in Full of all Claims and Demands of her the said Dorothy out of the Personal Estates of the said Sir Mark Milbanke her Father, Dame Jane Milbanke her Mother, Sir Mark Milbanke her Brother, and Dorothy Milbanke her Great Grandmother, or any of them; To the said Francis Wilkinson the Sum of Twenty four Pounds five Shillings and Two-pence, for his Costs of the said Suit in Chancery taxed by the said Master; To the said Sir Ralph Milbanke the Sum of Sixty Seven Pounds Seven-shillings and Eight Pence, for his Costs of the said Suit; To the other Defendants in the said Cause, the Sum of Forty Pounds Eight Shillings and Six-pence taxed for their Costs by the said Master: All which said Sums do make together in the whole the Sum of Thirteen thousand Five hundred Thirty two Pounds Eleven Shillings and Four pence.

And also upon this further Trust, that they the said
 and the Survivor of them, and the Heirs of such Survivor
 shall and do, by the Ways and Means aforesaid, raise and levy the further principal
 Sum of Two thousand Pounds, being the Portion of the said Sir *Ralph Milbanke*
 him by the Will of the said Sir *Mark Milbanke* his Father, and which is the Residue
 the said Sum of Fifteen thousand Five hundred Thirty two Pounds Eleven Shillings
 and Four-pence, mentioned in the said Decree and Reports to be charged upon the
 Estate; which said last mentioned Sum of Two thousand Pounds, is to be retained in
 Hands of them the said
 of the Money arising by Sale of the said Manor, Lands, Tenements, Hereditaments
 and Premises hereby vested in them, and their Heirs, in Trust to be sold for the Pur-
 poses upon the Trusts, and to and for the Ends, Intents and Purposes herein after men-
 tioned; that is to say, *In Trust* to pay and discharge all the Interest that by Force
 Virtue of the said Agreement or Decree in *Chancery*, or the said several Securities,
 be due and owing, or that shall grow, accrue or become due for the said several prin-
 cipal Sums in and by this *Act* directed and appointed to be raised and paid by Sale
 the said Estates hereby vested for that Purpose, until the said several principal Sums
 shall be paid off and discharged, and afterwards, and subject thereto, *In Trust* for
 said Sir *Ralph Milbanke*, his Executors, Administrators, and Assigns, To and for
 and their own Use and Benefit.

And also upon this further Trust, That they the said
 and the Survivor of them, and the Heirs of such Survivor
 shall and do pay, apply and dispose of all the Rest, Residue, and Remainder of
 Money arising by such Sale or Sales, if any, which after Payment and retention
 of the said several principal Sums and Costs of Suit, and of this *Act* hereby directed
 to be paid thereout, shall remain in the Hands of them the said
 their Heirs, Executors, and Administrators, unto the said Sir *Ralph*
Milbanke, his Executors, Administrators, and Assigns, to and for his and their
 Use and Benefit.

Which said Residue, Remainder or Overplus hereby directed to be paid unto
 said Sir *Ralph Milbanke* as aforesaid, It is hereby Enacted and Declared, that
 accepted and taken by him as and for a Satisfaction of so much of the said Sum
 Five thousand Pounds which he the said Sir *Ralph Milbanke* hath by Force and Virtue
 the said recited Proviso in his Marriage Settlement, Power to charge upon the Estate
 therein comprized, as the said Overplus, Residue, and Remainder shall amount unto
 And then and in such Case, the said Sir *Ralph Milbanke* shall only have Power
 Authority, by the Ways and Means in the said recited Settlement provided in that
 half, to charge the Manors, Lands, and Hereditaments comprized in the said Set-
 tlement, which shall not be sold by Virtue of this *Act*, with the raising and paying
 so much Money by Virtue of the said Proviso, as the said Overplus, Residue,
 Remainder hereby directed to be paid to him, shall fall short of and be less than
 said Sum of Five thousand Pounds.

And it is hereby farther Declared and Enacted, by the Authority aforesaid
 That all and every Person and Persons to whom the said

or the Survivor of them, or the Heirs of such Survivor, shall
 Virtue and in Pursuance of this *Act*, make any Sale or Conveyance of all or any Part
 or Parts of the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments
 hereby Vested in them the said
 Heirs, in Trust to be sold as aforesaid, and the respective Heirs and Assigns of
 Purchaser or Purchasers shall and may, upon Payment of their respective Purchase
 Money to the said
 or the Survivor of them, have, hold, and enjoy the said Manor, Messuages, Farms,
 Lands, Tenements, and Hereditaments, or such Part or Parts thereof, as shall be pur-
 chased by such Person or Persons respectively, with the Rights, Members, and Appur-
 tenants thereof, freed and discharged of and from all Estates, Uses, Trusts, Charges,
 Incumbrances, Jointures, Dowers, Entails, Powers, Provisoes, Limitations, Reser-
 vations, Remainders, and Contingencies, in and by the said Will and Codicil of the said
 Sir *Mark Milbanke* the Father, and the Settlement on the Marriage of the said
Ralph Milbanke, or either of them, limited, appointed and declared.

And that the Receipt or Receipts of the said
 or the Survivor of them, or the Heirs, Executors, or Admini-
 strators of such Survivor, under his or their Hand or Hands, Seal or Seals
 respectively, shall, from Time to Time, be a sufficient Discharge to the Pur-
 chaser or Purchasers of the said Manor, Messuages, Farms, Lands, Tenements

ments, and Hereditaments, or any Part thereof, his or their Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase-Money for which such Receipt or Receipts shall be given. And after such Receipt or Receipts, such Purchaser and Purchasers shall be, and are hereby absolutely acquitted and discharged of and from the same. And they or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Losses or Damages which shall happen to, or be chargeable upon, the said

or the Survivors of them, or the Heirs, Executors, or Administrators of such Survivor, for or on Account of any Misapplication of the said Purchase-Money, or any Part thereof.

Provided always also, and it is hereby further Declared and Enacted, That the said their Heirs, Executors or Administrators, or any of them, shall not be charged or chargeable with, or accountable for any Money, but what the Person or Persons so to be accountable, shall respectively actually receive, nor for any Losses which shall or may happen in the Execution and Management of the several Trusts hereby in them reposed, other than such as shall be occasioned by his and their voluntary and wilful Default or Defaults: Nor shall any of them be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them. And also they and every of them, shall and may, by and out of the Rents and Profits of the said Manor, Lands, Tenements, and Hereditaments hereby vested in them, in Trust, to be sold as aforesaid, or by and out of the Money arising by such Sale or Sales, reimburse themselves for all Costs, Charges, Damages, or Expences, that they, every, or any of them, shall or may sustain or be put unto in or about the Execution of the Trusts hereby in them reposed.

And it is hereby further Declared and Enacted, by the Authority aforesaid, That the Sale and Conveyance of the said Messuage, Tenement, and House in *Newcastle upon Tyne* made by the said Sir *Ralph Milbanke* to the said *Edward Harle*, shall be, and is hereby ratified and confirmed according to the Tenor, true Intent and Meaning of the said Agreement in that behalf; and that the said *Edward Harle*, his Heirs, and Assigns, shall and may have, hold, occupy, possess, and enjoy the said Messuage or Tenement, with the Appurtenances thereof, freed and discharged of and from all Estates, Uses, Trusts, Charges, Incumbrances, Jointures, Dowers, Entails, Powers, Provisoos, Limitations, Reversions, Remainders, and Contingencies, in and by the said Will and Codicil of the said Sir *Mark Milbanke* the Father, and the Settlement on the Marriage of the said Sir *Ralph Milbanke*, or either of them, limited, appointed and declared.

Provided also further, That nothing in this *Act* contained, shall prejudice, avoid, or defeat the Trusts declared of the said Term of Five hundred Years in and by the said recited Indenture Quadripartite for raising the Sum of Seven thousand Pounds for the Portion of one only Daughter of the said Sir *Ralph Milbanke* by the said Dame *Elizabeth* his late Wife, and Maintenance for such only Daughter, in such manner as in the said Indenture is mentioned; nor the said Power vested in the said Sir *Ralph Milbanke* by the said Indenture, for raising the said Sum of Five thousand Pounds, otherwise than as aforesaid; nor any of the Powers or Provisoos therein contained, enabling the said Sir *Ralph Milbanke* and *Aclomb Milbanke*, respectively, to make Jointures for their respective Wives, and to raise Portions for their Children by such Wives respectively, according to the Tenor and true Intent and Meaning of the same Indenture. But that all and singular the Manors, Lands, Tenements, Tythes, Hereditaments, and Premises comprized in the said Indenture (except such of them as in and by this *Act* are vested in them the said and their Heirs, in Trust to be sold as aforesaid, and the said House in *Newcastle* sold to the said *Edward Harle*) shall be subject and liable to and charged with the said Sum of Seven thousand Pounds, and Maintenance, and the said several Powers and Provisoos in such and the same manner as in the said recited Indenture Quadripartite is mentioned, provided, expressed, and contained, or as if this *Act* had never been made.

Saving to the KING's Most Excellent Majesty, His Heirs and Successors, and to the several Lessees and Tenants of any Part of the Estates hereby vested as aforesaid, in respect of their several Leases and Interests, and to all and every other Person and Persons, Bodies Politick and Corporate, their respective Heirs, Successors, Executors, and Administrators, (other than the said Sir *Ralph Milbanke*, *Aclomb Milbanke*, *Cuthbert Routh*, and *Judith* his Wife, *John Milbanke* and *Dorothy* his Wife, their respective Issues, Descendants, Heirs and Assigns; and other than the said *Francis Wilkinson* his Heirs and Assigns, in respect only of the said Estates and Trust vested in him by and under the Will of the said Sir *Mark Milbanke* the Father, and not otherwise) all such Estates, Rights, Titles, Interests, Claims, and Demands, of, into, and out of all or any of the said Manor, Messuages, Farms, Lands, Tythes, Tenements, Hereditaments, and Premises, herein before vested and settled in and upon the said

and their Heirs for the Purposes herein mentioned, as they, every, or any of them, had before the passing this *Act*, or should or might have had or enjoyed in case this *Act* had never been made.

*An ACT for vesting Part
of the Estate of Sir Ralph Mit-
banke, Bart. in Trustees, to be sold
for performing his Father's Will, and
an Agreement made with his Bro-
ther and Sisters.*



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